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14 CODEPINK WOMEN FOR PEACE
15 CODEPINK ACTION FUND

16 UNITED STATES DISTRICT COURT
17
18 FOR THE CENTRAL DISTRICT OF CALIFORNIA
19
20 WESTERN DIVISION

21 RONEN HELMANN, CAMERON
22 HIGBY, and JUDIT MAULL,

23 Plaintiffs,

24 v.

25 CODEPINK WOMEN FOR PEACE, a
26 California entity, CODEPINK ACTION
27 FUND, a California entity, HONOR THE
28 EARTH, a Minnesota entity,
COURTNEY LENNA SCHIRF, and
REMO IBRAHIM, d/b/a PALESTINIAN
YOUTH MOVEMENT, and JOHN AND
JANE DOES 1-20,

Defendants.

Case No. 2:24-cv-05704-SVW-PVC

OBJECTION TO DEFECTIVE
NOTICE OF VOLUNTARY
DISMISSAL


Defendants CodePink Women For Peace And CodePink Action Fund (collectively “Codepink”) object to the Plaintiffs’ defective attempt to voluntarily dismiss Cameron Higby and Judit Maull from the action (Dkt. No. 46) upon two grounds.

First, Fed. R. Civ. Proc. 41(a)(1)(A)(1) is not the proper vehicle to remove the claims of two of the action’s three plaintiffs. Rule 41(a)(1) states that the plaintiff may dismiss “an action”. As this Court has previously ruled, there is no provision for maintaining an action while dismissing the majority of the plaintiffs. *See Sitrick v. Dreamworks, LLC* (C.D.Cal. Jan. 4, 2007, No. CV 03-4265 SVW (AJWx)) 2007 U.S.Dist.LEXIS 105102, at *2-3.), citing *Hells Canyon Pres. Council v. United States Forest Serv.*, 403 F.3d 683, 687 (9th Cir. 2005); and *Ethridge v. Harbor House Restaurant*, 861 F.2d 1389, 1392 (9th Cir. 1988). CodePink explained this to the plaintiffs in an October 20, 2024 letter, informing them that they needed to prepare and file an amended complaint, as they had promised they would do.

Second, CodePink objects to the plaintiffs’ unfounded insistence that “each party bears its own costs and attorney’s fees”. CodePink’s offer to waive costs and fees was based on the plaintiff’s promise that a Second Amended Complaint would be filed, a promise that was broken by yesterday’s inexplicable “Notice of Voluntary Dismissal.”

Dated: October 24, 2024

KLEIMAN / RAJARAM

By: 
Mark Kleiman

Attorneys for Defendants
CODEPINK WOMEN FOR PEACE
CODEPINK ACTION FUND